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11 POLICE CHIEF WILLIAM GRESHAM and  
12 POLICE OFFICER JAUSIAH JACOBSEN  
13

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23 IN THE UNITED STATES DISTRICT COURT  
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25 EASTERN DISTRICT OF CALIFORNIA

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27 BIJON LEE HUGHES, ) CASE NO: 05-CV-00223 DFL PAN  
28 Plaintiff, )  
vs. ) STIPULATED PROTECTIVE ORDER  
CITY OF FAIRFIELD, J. JACOBSEN, Badge )  
No. 1200, individually and in his capacity as )  
an Officer of the Fairfield Police department, )  
BILL GRESHAM, individually and in his )  
capacity as Chief of Police for the Fairfield )  
Police Department, and DOES 1 through 50, )  
et al., )  
Defendants. )

28  
29 Subject to the approval of this Court, the parties hereby stipulate to the following:  
30

1 Defendants, City of Fairfield, Officer Jausiah Jacobsen, Chief of Police Bill Gresham  
2 And Does 1-50, were requested to provide plaintiff with a police report that is to be provided  
3 to Plaintiff.

4 **1. Documents**

5 1. Defendants' counsel is to provide to Plaintiff's attorney as "Confidential  
6 Material" a copy of Fairfield Police Department Information Report Number 05-  
7 8273.

8 **B. Conditions for Document**

9 a. Confidential Material shall be used solely in connection with this  
10 litigation and the preparation and trial of this case, or any related  
11 appellate proceeding, and not for another other purposed, including any  
12 other litigation.

13 b. Confidential Material may be disclosed only to the following  
14 persons:

15 (1) Counsel for any party to this action;

16 (2) Paralegal, stenographic, clerical and secretarial personnel  
17 regularly employed by counsel referred to in (1);

18 (3) Court personnel including stenographic reporters engaged in  
19 such proceedings as are necessarily incidental to preparation for the trial  
20 of this action:

21 (4) Any outside expert or consultant retained in connection with  
22 the action, and not otherwise employed by either party;

23 (5) Any "in house" expert designated by defendants to testify at  
24 trial in this matter:

25 (6) Witnesses, other than the plaintiff herein, may have the  
26 documents disclosed to them during deposition proceedings; the  
27 witnesses may not leave the deposition with copies of the documents,  
28 and shall be bound by the provisions of the Non Disclosure Agreement.

1 Nothing in this paragraph (d) is intended to prevent official or employees  
2 of the City of Fairfield or other authorized government officials from  
3 having access to the documents if they would have had access in the  
4 normal course of their job duties.

5 c. Each person to whom disclosure is made, with the exception of  
6 counsel who are presumed to know of the contents of this protective  
7 order, shall prior to the time of disclosure be provided by the person  
8 furnishing him/her such material a copy of this order and the  
9 nondisclosure agreement and shall agree on the record or in writing that  
10 he/she has read the protective order. Such person also must consent to  
11 be subject to the jurisdiction of the United States District Court for the  
12 Eastern District of California with respect to any proceeding relating to  
13 enforcement of this order, including without limitation, any proceeding for  
14 contempt. Unless made on the record in this litigation, counsel making  
15 the disclosure to any person described above shall retain the original  
16 executed copy of said agreement until final termination of this litigation.

17 d. At the conclusion of the trial and of any appeal or upon other  
18 termination of this litigation, all Confidential Material received under the  
19 provision of this order (including any copies made) shall be tendered  
20 back to Counsel for the City of Fairfield. Provisions of this order insofar  
21 as they restrict disclosure and use of the material shall be in effect until  
22 further order of this court.

23 e. The foregoing is without prejudice to the right of any party: (a) to  
24 apply to the court for further protective order relating to any Confidential  
25 Material or relating to discovery in this litigation: (b) to apply to the court  
26 for an order removing the Confidential Material designation from any  
27 documents; and c) to apply to the court for an order compelling  
28 production of documents or modification of this order or for any order

permitting disclosure of Confidential Material beyond the terms of this Order.

f. Nothing in this order shall preclude a party from showing or disclosing to any person not listed in this order depositions transcripts, pleading or briefs containing Confidential Material if the document containing such materials.

**SO STIPULATED:**

DATED: 09/14/2005

\_\_\_\_/s/\_\_\_\_  
Andrew C. Schwartz, Attorney for Plaintiff

DATED: 09/19/2005

The court declines to approve the protective order because no showing is made why the police report should be maintained in confidence. Further, paragraph f above contains clerical mistakes that render the paragraph nonsensical.

DATED: 9/21/2005

/s/ David F. Levi  
Hon. David F. Levi, U.S. District Judge

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